

AN ORDINANCE AUTHORIZING THE
CITY OF FORT WAYNE TO ISSUE ITS
\$100,000 ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BONDS, SERIES 1981
(CSC REALTY PROJECT)
AND APPROVING AND AUTHORIZING
OTHER ACTIONS IN RESPECT THERETO.

WHEREAS, the City of Fort Wayne Economic Development Commission has been duly created by the City of Fort Wayne, Indiana, and the members of the Commission have been duly appointed and qualified pursuant to law; and

WHEREAS, the City of Fort Wayne Economic Development Commission has prepared and filed with the Allen County Plan Commission its report entitled "Report of the City of Fort Wayne Economic Development Commission Concerning the Proposed Construction of Economic Development Facilities by CSC Realty;" and

WHEREAS, the City of Fort Wayne Economic Development Commission, after a public hearing conducted on August 24, 1981, adopted a Resolution on the same date, which Resolution has been transmitted hereto, finding that the financing of certain economic development facilities (the "Project") of CSC Realty complies with the purposes and provisions of I.C. 1971, §18-6-4.5, as supplemented and amended (the "Act"), and that such financing will be of benefit to the health and welfare of the City of Fort Wayne and its citizens; and

WHEREAS, the City of Fort Wayne Economic Development Commission has heretofore approved and recommended to this Common Council that it adopt this form of Ordinance; and

WHEREAS, by legislation duly adopted on April 27, 1981 (herein called the "Original Bond Legislation"), the Common Council of the City of Fort Wayne authorized the issuance of \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (the "Original Bonds"), the proceeds of which were used for the construction and equipment of the Project; and

WHEREAS, Section 9 of the Original Bond Legislation provided that the City of Fort Wayne would use its best efforts to issue, sell and deliver Additional Bonds on a parity with the Original Bonds upon the written request of CSC Realty (the "Company"); and

WHEREAS, the Company has so requested the City of Fort Wayne to issue Additional Bonds in the amount of \$100,000 (herein called the "Series 1981 Bonds") for the purpose of completing the construction and equipment of the Project; and

WHEREAS, the City of Fort Wayne Economic Development Commission has approved the forms of and has transmitted for approval by this Common Council the Supplemental Loan Agreement (the "Agreement") between the City of Fort Wayne and the Company, Supplemental Mortgage and Security Agreement from the Company to the City of Fort Wayne (the "Mortgage"); an Assign-

1 ment of such Supplemental Mortgage (the "Assignment") from
2 the City of Fort Wayne to Indiana Bank and Trust Company
3 (the "Trustee"); and a Supplemental Trust Indenture between
4 the City of Fort Wayne and the Trustee (the "Indenture").

5 NOW, THEREFORE, BE IT ORDAINED by the Common Council of
6 the City of Fort Wayne, Indiana, that:

7 SECTION 1. It is hereby found and determined that the
8 financing of the economic development facilities constitut-
9 ing the Project and referred to in the Agreement approved
10 by the City of Fort Wayne Economic Development Commission
11 and presented to this Common Council, the issuance and sale
12 of the Series 1981 Bonds, the use of the net proceeds there-
13 of for the completion of the construction and equipment of
14 such facilities, the payment of principal of, premium, if
15 any, and interest on such bonds from bond payments pursuant
16 to the Agreement, and the securing of said bonds by the mort-
17 gaging of the Project to the Trustee pursuant to the Mortgage
18 and the Assignment, all as previously approved by the City of
19 Fort Wayne Economic Development Commission and presented to
20 this Common Council, will be of benefit to the health and wel-
21 fare of the City of Fort Wayne and its citizens and complies
22 with the purposes and provisions of the Act.

23 SECTION 2. The forms of the Agreement, the Mortgage, the
24 Assignment, and the Indenture approved by the City of Fort
25 Wayne Economic Development Commission are hereby approved.
26 Such documents collectively shall be considered the "Financ-
27 ing Agreement" referred to in the Act. Such documents shall
28 be incorporated herein by reference and shall be inserted in
29 the minutes of the Common Council and kept on file by the City
30 Clerk.

31 SECTION 3. The City of Fort Wayne hereby determines that
32 economic development revenue bonds shall be issued pursuant to
33 the Act in the principal amount of \$100,000 for the aforesaid
34 purposes. Such bonds shall be designated "City of Fort Wayne
35 Economic Development First Mortgage Revenue Bonds, Series 1981
36 (CSC Realty Project)" (the "Series 1981 Bonds"), and shall be
37 issued for the purpose of procuring funds to make a loan to
38 the Company which shall use such proceeds to pay a portion of
39 the costs of acquisition, construction and equipment of the
40 economic development facilities constituting the Project, as
41 more particularly set out in the Indenture and Agreement in-
42 corporated herein by reference, which Series 1981 Bonds shall
43 be issued in the form and denomination and shall be executed,
44 dated, be subject to redemption on the dates and at the prices
45 as provided herein and in the Indenture, and more particularly
46 as provided in the form of Series 1981 Bond submitted herewith
47 to this Council, which form is specifically hereby approved.
48 The Series 1981 Bonds will be payable as to principal, premium
49 (if any) and interest from the loan payments made by the Com-
50 pany under the Agreement and from other revenues and income
51 realized under the Agreement, or as otherwise provided in the
52 above described Indenture. The Series 1981 Bonds shall never
53 constitute a general obligation of, an indebtedness of, or a
54 charge against the general credit of the City of Fort Wayne.

55 Notwithstanding any provision to the contrary, the Series
56 1981 Bonds are issued on a parity with the Original Bonds and
57 any Additional Bonds hereafter issued (collectively, the "Bonds").
58 All Bonds shall be at all times equally and ratably secured,
59 with no preference of any one series over another.

1 SECTION 4. The Mayor and Clerk are authorized and directed
2 to sell the Series 1981 Bonds to The Cincinnati Insurance Com-
3 pany, Cincinnati, Ohio (the "Original Purchaser"), at a rate
4 of interest not to exceed 12% per annum at a price of 100% of
5 the principal amount thereof. The Series 1981 Bonds shall be
6 scheduled to mature on March 15, 2000, with portions of the
7 Bonds becoming due in annual installments over a period of
8 years pursuant to the mandatory sinking fund provisions set
9 forth in Section 7 hereof. Payments of principal of, premium,
10 if any, and interest on the Series 1981 Bonds shall be made
11 in a manner and on the dates prescribed in the Series 1981
12 Bonds and in the Agreement.

13 SECTION 5. The Mayor and Clerk be and they are hereby
14 authorized and directed to execute the documents constitut-
15 ing the Financing Agreement approved herein on behalf of the
16 City of Fort Wayne and any other documents which may be neces-
17 sary or desirable to consummate the transaction including, with-
18 out implied limitation, the Series 1981 Bonds authorized herein
19 and financing statements to be utilized in connection with the
20 perfection of security interests. The forms of the documents
21 constituting the Financing Agreement shall be subject to such
22 changes as are not inconsistent with this Ordinance and as may
23 be approved by the officers executing the same, which approval
24 shall be conclusively evidenced by the execution of such docu-
25 ments by the Mayor and/or Clerk of the City of Fort Wayne. The
26 signatures of the Mayor and Clerk on the Series 1981 Bonds and
coupons may be facsimile signatures. The Clerk is authorized
to arrange for delivery of the Series 1981 Bonds to the Trustee
against payment therefor by such Trustee.

17 SECTION 6. At the time of issuance, delivery and payment
18 for the Series 1981 Bonds, all accrued interest from the date
19 of the Series 1981 Bonds to the date of delivery to the Origin-
20 al Purchaser and payment therefor shall be deposited from the
21 purchase price for the Series 1981 Bonds into the Bond Fund
22 (as defined in the Trust Indenture dated as of March 15, 1981
23 between the City of Fort Wayne and the Trustee (the "Trust In-
24 denture"))).

25 SECTION 7. As provided in the Agreement, payments suffi-
26 cient in time and amount to pay the Bond service charges (as
27 defined in the Agreement) as they come due, are to be paid by
28 the Company directly to the Trustee for the account of the
29 City of Fort Wayne and deposited in the Bond Fund. Under the
30 provisions of the Agreement, payments with respect to the pro-
31 missory note in the principal amount of \$100,000 delivered by
32 the Company to the City of Fort Wayne and assigned to the Trus-
tee (the "Series 1981 Note") shall be deposited into the Bond
Fund for the account of the City of Fort Wayne and shall consti-
tute Loan Payments.

27 As and for the mandatory sinking fund requirements for
28 the retirement, by mandatory redemption of the Series 1981
29 Bonds, the aggregate of the Loan Payments specified in Sec-
30 tion 2.1 of the Loan Agreement dated as of March 15, 1981
31 between the City of Fort Wayne and the Company (the "Loan
32 Agreement") which is to be deposited in the Bond Fund on or
before each Loan Payment Date (as defined in the Loan Agree-
ment) shall include amounts sufficient to redeem (less the
amount of any credit as provided in the next following para-
graph) on each corresponding Mandatory Redemption Date (as
defined in the Agreement) the principal amount of Series 1981
Bonds set opposite the appropriate year as follows:

| | <u>Year</u> | <u>Mandatory Sinking Fund Requirement</u> | <u>Stated Maturity</u> |
|----|-------------|---|----------------------------|
| 2 | | | |
| 3 | 1982 | \$5,000 | |
| | 1983 | \$5,000 | |
| | 1984 | \$5,000 | |
| 4 | 1985 | \$5,000 | |
| | 1986 | \$5,000 | |
| 5 | 1987 | \$5,000 | |
| | 1988 | \$5,000 | |
| 6 | 1989 | \$5,000 | |
| | 1990 | \$5,000 | |
| 7 | 1991 | \$5,000 | |
| | 1992 | \$5,000 | |
| 8 | 1993 | \$5,000 | |
| | 1994 | \$5,000 | |
| 9 | 1995 | \$5,000 | |
| | 1996 | \$5,000 | |
| 10 | 1997 | \$5,000 | |
| | 1998 | \$5,000 | |
| 11 | 1999 | \$5,000 | |
| | 2000 | | \$10,000 |

For the purpose of effecting said mandatory redemption the Trustee, on behalf of the City of Fort Wayne and without necessity for further action by the City of Fort Wayne or the Company shall cause to be redeemed on each Mandatory Redemption Date such aggregate principal amount of the Series 1981 Bonds as equals the mandatory sinking fund requirements as provided for above in this Section 7 for the applicable Mandatory Redemption Date. Series 1981 Bonds called for redemption pursuant to the mandatory sinking fund redemption provisions hereof shall be called by lot in such manner as may be determined by the Trustee.

At its option, to be exercised on or before the forty-fifth day preceding any Mandatory Redemption Date, the City of Fort Wayne, or the Company on behalf of the City of Fort Wayne, may (a) deliver to the Trustee for cancellation Series 1981 Bonds in any aggregate principal amount, with all unmatured coupons attached, or (b) receive a credit against the current mandatory sinking fund requirement (and corresponding mandatory redemption obligation) of the City of Fort Wayne under the preceding paragraph for any Series 1981 Bonds which prior to such date have been redeemed (other than through the operation of the mandatory sinking fund requirements provided for in this Section) or purchased for cancellation and cancelled by the Trustee and no theretofore applied as a credit against any mandatory sinking fund requirement (and corresponding mandatory redemption obligation) under said preceding paragraph. Each Series 1981 Bond so delivered or previously redeemed or purchased for cancellation shall be credited by the Trustee at 100% of the principal amount thereof against the respective mandatory sinking fund requirement (and corresponding mandatory redemption obligation) of the City of Fort Wayne on such Mandatory Redemption Date, and any excess of such amount shall be credited against future mandatory sinking fund requirements (and corresponding mandatory redemption obligations), in chronological order. The City of Fort Wayne, or the Company on behalf of the Issuer, will on or before the forty-fifth day preceding such Mandatory Redemption Date furnish the Trustee with a certificate, signed by the Fiscal Officer, or by the Authorized Company Representative (each as defined in the Loan Agreement), stating the extent to which the provisions of (a) and (b) of the first sentence of this paragraph are to be available of with respect to such mandatory sinking fund requirement

(and corresponding mandatory redemption obligation) for such Mandatory Redemption Date; unless such certificate is so timely furnished to the Trustee, such requirement and obligation provided for in the preceding paragraph shall not be reduced.

The City of Fort Wayne hereby covenants and agrees that so long as any of the Bonds are outstanding it will deposit, or cause to be deposited, in the Bond Fund Pledged Receipts sufficient in time and amount to pay the Bond service charges Fort Wayne covenants and agrees that, so long as any Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to enforce the Agreement, and that, should there be an event of default under the Agreement, the City of Fort Wayne shall cooperate fully with the Trustee to protect fully the rights and security of the Bondholders hereunder. Nothing herein shall be construed as requiring the City of Fort Wayne to use or apply to the payment of Bond service charges any funds or revenues from any source other than Pledged Receipts.

The City of Fort Wayne covenants and agrees, whenever the moneys and investments in the Bond Fund (or otherwise held by the Trustee for such purpose) are sufficient in amount to redeem all of the Bonds then outstanding and to pay interest to accrue thereon to the date or dates of such redemption, to take and cause to be taken, at the direction of the Company, the necessary steps to redeem all of the Bonds on the next succeeding redemption date or dates for which the required notice of call for redemption may be given.

SECTION 8. As provided in Section 7 of the Agreement, Reserve Fund Payments (as defined in the Agreement) are to be paid by the Company directly to the Trustee for the account of the City of Fort Wayne and deposited in the Debt Service Reserve or credited to the Debt Service Reserve Fund from the Reserve Fund Payments and from all other sources, including from income earned on the investment of moneys credited to the Debt Service Reserve Fund, amounts necessary to cause the principal sum on deposit therein to equal not more than \$71,250.00. If, at any time or from time to time, the principal amount on deposit in the Debt Service Reserve Fund is less than \$71,250.00, the Trustee shall invest the moneys in the Debt Service Reserve Fund in Eligible Investments (as defined in the Trust Indenture) and shall accumulate such income in the Debt Service Reserve Fund and add such income to the principal thereof. At all times when the principal amount on deposit in the Debt Service Reserve Fund is equal to \$71,250.00, the Trustee shall credit all further income received from the investment thereof to the Bond Fund to pay Bond service charges on the next succeeding Interest Payment Date or Principal Payment Date. In no event shall the Trustee permit the principal amount on deposit in the Debt Service Reserve Fund to be more than \$71,250.00.

If on any Interest Payment Date or Principal Payment Date, the balance in the Bond Fund is insufficient to pay the required Bond service charges, then the Trustee shall immediately transfer from the Debt Service Reserve Fund to the Bond Fund an amount sufficient to make up such deficiency in the Bond Fund. With the approval of the Company, the Trustee may also make withdrawals from the Debt Service Reserve Fund to pay the fees and expenses of the Trustee. After any such transfer as aforesaid, the Trustee may again receive and credit Reserve Fund Payments to the Debt Service Reserve Fund until the principal amount thereof

1 shall have again totaled \$71,250.00, provided, however, that
2 the Trustee shall transfer from the Debt Service Reserve Fund
3 to the Bond Fund for the final three installments of principal
4 on the Bonds coming due pursuant to the mandatory sinking fund
5 provisions set forth herein and in the Original Bond Legisla-
6 tion and in the Bonds, such amount as will reduce to zero the
7 amount accumulated in the Debt Service Reserve Fund on the
8 final maturity date of the Bonds.

9 SECTION 9. At the request of the Company and with the
10 written consent of the Original Purchaser, if the Company is
11 not then in default under the Agreement, the City of Fort
12 Wayne, to the extent permitted by law (including the Act) then
13 in effect and for purposes consistent with the Act (as defined
14 in the Trust Indenture), shall use its best efforts to issue
15 Additional Bonds from time to time to provide loans to the Com-
16 pany for the purposes and on the terms set forth in Section 9
17 of the Original Bond Legislation.

18 SECTION 10. The City of Fort Wayne will restrict the use
19 of the proceeds of the Series 1981 Bonds in such manner and to
20 such extent, if any, as may be necessary, after taking into
21 account reasonable expectations at the time the Series 1981
22 Bonds are delivered to the Trustee, so that they will not con-
23 stitute "arbitrage bonds" under Section 103(c) of the Internal
24 Revenue Code of 1954, as amended. The Mayor or any other offi-
25 cer having responsibility with respect to the issuance of the
26 Series 1981 Bonds is authorized and directed, alone or in con-
27 junction with any of the foregoing or with any other officer,
28 employee, consultant or agent of the Common Council of the City
29 of Fort Wayne, or any officer of the Company, and upon receipt
30 of satisfactory indemnities, to give an appropriate certificate
31 on behalf of the City of Fort Wayne, for inclusion in the trans-
32 cript of proceedings for the Series 1981 Bonds, setting forth
the facts, estimates and circumstances and reasonable expecta-
tions pertaining to said Section 103(c).

SECTION 11. The provisions of this Ordinance, the Agree-
ment and the Indenture securing the Series 1981 Bonds shall con-
stitute a contract binding between the City of Fort Wayne and
the Trustee, and after the issuance of the Series 1981 Bonds,
this Ordinance shall not be repealed or amended in any respect
which would adversely affect the rights of such Trustee so long
as any of the Series 1981 Bonds or the interest thereon remain
unpaid.

SECTION 12. The actions of the Mayor or any other officer
of the City in doing any and all acts necessary in connection
with the construction and equipping of the Project and the is-
surance of the Series 1981 Bonds are hereby ratified and con-
firmed.

SECTION 13. The proper officers, agents and employees of
the City are hereby authorized, empowered and directed to do
all such acts and things and to execute all such documents as
may be necessary in connection with the construction and equip-
ping of the Project and the issuance of the Series 1981 Bonds.

SECTION 14. All Ordinances or parts thereof in conflict
herewith are, to the extent of such conflict, hereby repealed.

SECTION 15. It is hereby found and determined that all
official actions of this Common Council concerning and relat-
ing to the passage of this Ordinance were taken in an open

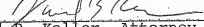
meeting of this Common Council, and that all deliberations of this Common Council and of any of its committees, if any, that resulted in such official action were taken in meetings open to the public, in full compliance with applicable legal requirements, including I.C. §5-14-1.5-7.

SECTION 16. This Ordinance shall be in full force and effect ~~from~~ and after its passage and signing by the Mayor.

Dated this 20th day of September, 1981.


PRESIDING OFFICER

APPROVED AS TO FORM AND LEGALITY

BY: 
David B. Keller, Attorney for
the Economic Development Commission

Read the first time in full and on motion by C. Schuchman
seconded by Talarico, and duly adopted, read the second time
by title and referred to the Committee Talarico (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of _____
at _____ o'clock _____ M., E.S.T.

DATE: 8-25-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by C. Schuchman
seconded by Talarico, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u> | <u>0</u> | _____ | _____ | _____ |
| <u>BURNS</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>EISBART</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>GiaQUINTA</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>NUCKOLS</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>SCHMIDT, D.</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>SCHMIDT, V.</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>SCHOMBURG</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>STIER</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>TALARICO</u> | <u>✓</u> | _____ | _____ | _____ | _____ |

DATE: 9-8-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) ~~(GENERAL)~~ (ANNEXATION) ~~(SPECIAL)~~
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-203-81
on the 8th day of September, 1981.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 9th day of September, 1981, at the hour of
11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of Sept.
1981, at the hour of 11 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-08- 20

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE AUTHORIZING THE CITY OF FORT WAYNE TO ISSUE ITS \$100,000
ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS, SERIES 1981
(CSC REALTY PROJECT) AND APPROVING AND AUTHORIZING OTHER ACTIONS
IN RESPECT THERETO

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Vivian G. Schmidt

James S. Stier

Mark E. Giaquinta

Paul M. Burns

Roy J. Schomburg

9-8-81

CONCURRED IN

DATE 9-8-81 BY CHARLES W. WESTERMAN, CITY CL

FORT WAYNE ECONOMIC DEVELOPMENT COMMISSION
FORT WAYNE, INDIANA

August 24, 1981

Common Council of the
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

RE: City of Fort Wayne, Indiana
Economic Development First Mortgage
Revenue Bonds, Series 1981
(CSC REALTY PROJECT)


Gentlemen and Mrs. Schmidt:

Pursuant to the provisions of I.C. §18-6-4.5-17, there are enclosed copies of the following:

1. Resolution containing a report on the proposed financing of economic development facilities, which report has been submitted to the President of the Fort Wayne Plan Commission having jurisdiction where the facilities are to be located, together with the minutes of the June 18, 1981 meeting of the Fort Wayne Economic Development Commission evidencing adoption of such resolution.
2. Resolution approving the proposed financing and approving the form and terms of Economic Development Revenue Bonds, Supplemental Trust Indenture, Supplemental Loan Agreement; Supplemental Mortgage and Security Agreement, Assignment of Supplemental Mortgage and Security Agreement, and Bond forms, together with the minutes of the August 24, 1981 meeting of the Fort Wayne Economic Development Commission evidencing a public hearing on the proposed financing of such economic development facilities and adoption of such resolution.
3. Each of the financing documents referred to in the preceding paragraph.

The Fort Wayne Economic Development Commission requests that you consider these enclosures and the proposed financing contemplated thereby, and take such additional action as is necessary to complete such financing.

ECONOMIC DEVELOPMENT COMMISSION

BY: 
Timothy S. Borne
Its Secretary

REPORT OF THE FORT WAYNE ECONOMIC DEVELOPMENT
COMMISSION CONCERNING THE PROPOSED FINANCING
OF ECONOMIC DEVELOPMENT FACILITIES FOR
CSC Realty

Having been furnished certain data by the above applicant, and having had discussions with representatives of said applicant, the Fort Wayne Economic Development Commission now submits the following report pursuant to Indiana Code 18-6-4.5-16.

Description of Proposed Facilities

Two story office building to be located at 3737 Lake Avenue within the city
limits of Fort Wayne in Allen County Indiana.

Estimate of Public Services Required

All public services, including water and sewage, now exist. No public facilities will be made necessary on account of the proposed facilities.

Total Project Cost

The total project cost for the purchase, construction and equipping of the facilities is estimated to be \$ 100,000.00, including costs of issuance of the economic development revenue bonds.

Number of Jobs and Estimated Payroll

It is anticipated there will be approximately 3-5 (immed.) new jobs created by this project with an estimated payroll increase of approximately \$ 50,000. (immed.) annually. / \$100,000 (3 yrs)

Adverse Competitive Effect

The construction of the facilities will not have an adverse competitive effect on any similar facilities already constructed or operating in or near Fort Wayne, Indiana.

Dated this 18 day of June, 1981.


Sidney Sheray


Timothy Borne


Charles Henry


Phil Howard

MINUTES

FORT WAYNE ECONOMIC DEVELOPMENT COMMISSION

JUNE 18, 1981

A meeting of the Fort Wayne Economic Development Commission was held at 11:00 a.m. in Room 128 of the City County Building, Fort Wayne, Indiana, on June 18, 1981.

Commission members present were: Sidney Sheray, Timothy Borne, and Philip Howard. Charles Henry and Dr. Jack Gren were absent.

A meeting was called to order by Commission President Sidney Sheray.

A continuation of the Standard Building Partnership had been previously requested by Attorney William Swift. The discussion was thus continued to the July 2, 1981 Commission meeting.

The next item of business was the TECO, Inc. project. Attorney Robert Haller spoke for the applicant. The Commission approved a Report on the project as had been requested by the applicant's bond council, Ice Miller Donadio & Ryan. A motion to approve the Report was made by Mr. Borne, seconded by Mr. Howard and passed unanimously.

The Commission next considered the application of Custom Label, Inc. Mr. John Hurd and Attorney Thomas Blee spoke on behalf of the project. Legal notice of the public hearing for Custom Label, Inc. was duly published in the Fort Wayne Journal Gazette on June 13, 1981. The \$250,000 project will consist of the acquisition and equipping of an existing building located in Edgewood Industrial Park. No one spoke in opposition to the project. On motion by Mr. Howard and second by Mr. Borne, an inducement resolution was unanimously approved.

The application of Mark Douglas, Inc. was then considered for final approval. Attorney Norman Snow spoke on behalf of the applicant. Legal notice of the public hearing for Mark Douglas, Inc. was duly published in the Fort Wayne Journal Gazette on June 13, 1981. No one spoke in opposition to the project. Motion was made to approve the final documents by Mr. Borne. Mr. Howard seconded the motion. Mr. Howard and Mr. Borne voted to approve the motion and Mr. Sheray abstained.

Next, Mr. Robert Behr of the Private Industry Council (PIC) explained to the Commission the PIC programs available for job training and placement of unemployed persons.

Discussion was then opened on the application of Colligan, Sheehan, Colligan, Inc. Mr. Eugene Sheehenspoke for the project. Legal notice of the public hearing for Colligan, Sheehan, Colligan was duly published in the Fort Wayne Journal Gazette on June 13, 1981. The \$100,000 issue is supplemental to a previous bond issue of \$300,000. The purchaser will be the Cincinnati Insurance Company. The interest rate is 12 percent for a term of 20 years. No one spoke in oppositon to the project. On motion by Mr. Howard and second by Mr. Borne, an inducement resolution was unanimously approved.

The application of Mullinix Packages, Inc. was the next item of business. Mr. George Tueken and Attorney James Prickett spoke for the project. Legal notice of the public hearing for Mullinix Packages, Inc., was duly published in the Fort Wayne Journal Gazette on June 13, 1981. The bonds are being purchased by Lincoln National Bank and Trust Company. The interest rate will be 70% of the prime rate adjusted quarterly for a term of 10 years. No one spoke in opposition to the project. On motion by Mr. Borne and second by Mr. Howard, an inducement resolution was unanimously approved.

The minutes of the Economic Development Commission meeting held on May 29, 1981, were unanimously approved on motion by Mr. Borne and second by Mr. Sheray.

There being no further business before the Commission, the meeting was adjourned.



Timothy Borne, Secretary

FINAL RESOLUTION
APPROVING PROPOSED FINANCING OF
ECONOMIC DEVELOPMENT FACILITIES FOR
CSC REALTY

WHEREAS, the Fort Wayne Economic Development Commission (the "Commission") has heretofore made a report making certain findings with respect to the proposed financing by the City of Fort Wayne, Indiana (the "City") for CSC REALTY (the "Company"), of the cost of economic development facilities located in an unincorporated area of Fort Wayne, Indiana; and

WHEREAS, the Senior Planner of the City Plan Commission has furnished a report to the Commission; and

WHEREAS, the Commission has held a public hearing on the proposed financing and desires to make a record of this resolution that the proposed financing complies with the purposes and provisions of I.C. §18-6-4.5, and to approve the form and terms of such financing.

NOW, THEREFORE, BE IT RESOLVED by the Fort Wayne Economic Development Commission, as follows:

1. The proposed financing of the cost of economic development facilities by the City of Fort Wayne, Indiana, for the Company is hereby found to be of benefit to the welfare of the City and to comply with the purposes and provisions of I.C. §18-6-4.5.

2. The economic development facilities will not have an adverse competitive effect on similar facilities already constructed or operating in or near the City.

3. The Commission approves the proposed financing and the proposed form and terms of:

(a) City of Fort Wayne Economic Development First Mortgage Revenue Bonds, 1981 Series (CSC REALTY Project) in the aggregate amount of \$100,000 (the "Bonds"). The bonds mature March 15, 2000, commencing August 15, 1981, and continuing on the 15th day of each month thereafter until the principal amount is paid in full at the rate of 12% interest per annum. The Bonds are proposed to be issued by the City for the purpose of lending the proceeds thereof to the Company to pay for such economic development facilities; and

(b) Supplemental Loan Agreement between the City of Fort Wayne, Indiana and CSC Realty dated as of July 15, 1981.

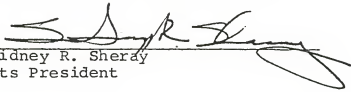
(c) Supplemental Mortgage and Security Agreement between CSC Realty and the City of Fort Wayne, Indiana dated as of July 15, 1981.

(d) Assignment of Supplemental Mortgage and Security Agreement from the City of Fort Wayne to Indiana Bank and Trust Company, as Trustee, dated as of July 15, 1981.


(e) Supplemental Trust Indenture between the City of Fort Wayne, Indiana and Indiana Bank and Trust Company, as Trustee, dated as of July 15, 1981.

4. The Secretary of the Commission is hereby authorized and directed to transmit this Resolution and all other instruments and information pertaining to the proposed financing to the Common Council of the City.

Passed and Approved this 24th day of August, 1981.


Sidney R. Sheray
Its President

ATTEST:



Timothy S. Borne
Its Secretary

MINUTES

FORT WAYNE ECONOMIC DEVELOPMENT COMMISSION

August 24, 1981

A meeting of the Fort Wayne Economic Development Commission was held at 11:00 a.m. in the Mayor's Conference Room, City-County Building, Fort Wayne, Indiana, on August 24, 1981.

Commission members present were: Tim Borne, Phil Howard, Stan Lipp and Sidney Sheray. Mr. Charles Henry was absent.

Commission President Sidney Sheray called the meeting to order.

The minutes of the Economic Development Commission meeting held on August 6, 1981, were approved on motion by Tim Borne and second by Stan Lipp.

Ms. Debbie Shell reported that the Standard Building Partnership requested not to be on the agenda for August 24, 1981. That application is to be postponed until the Commission meeting September 3, 1981.

Messrs. Charles Colligan and Stan Colligan spoke on behalf of the application of CSC Realty. Legal notice of the public hearing was duly published in the Fort Wayne Journal Gazette on August 19, 1981. The final financing documents had been reviewed by Attorney David Keller. The issue of \$100,000 is to be supplemental to CSC Realty's previous \$475,000 bond issue. The terms are to be the same for both issues. The bonds mature March 15, 2000 and bear interest at the rate of 12% per annum. No one spoke in opposition to the project. Mr. Lipp moved that final approval be given to the proposed financing. Mr. Howard seconded the motion which was then unanimously approved.

The next application discussed was Lutheran Homes, Inc. Attorney Walter Helmke spoke on behalf of the project. Legal notice of the public hearing was duly published in the Fort Wayne Journal Gazette on August 19, 1981. The proposed \$1,855,000 issue is for the expansion of an existing comprehensive care nursing home. The expansion will add the equivalent of 30 new full-time jobs with a payroll of \$450,000. Mr. Helmke reported that preliminary financing had been discussed with Waterfield Mortgage Company; however, a letter of commitment to purchase the bonds was still forthcoming. No one spoke in opposition to the project. On motion by Mr. Howard and second by Mr. Borne the Commission unanimously approved an inducement resolution for the project.

There being no further business to come before the Commission, the meeting was adjourned.

Timothy Borne
Secretary



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

city plan commission

4 September 1980

Mr. John Hoffman
City Attorney
One Main Street
Fort Wayne, IN 46802

Re: EDC Application of Colligan, Sheehan, and
Colligan - Office Building at 3737 Lake Ave.

Dear Mr. Hoffman:

The City Plan Commission recommended "DO PASS" on the rezoning request submitted by Edwing C. Errington for property to be used by Colligan, Sheehan, and Colligan at 3737 Lake Avenue. The request was to rezone the property at 3737 Lake Avenue from R-1 to R-3. The City Council as of this date has not take final action on the rezoning request.

An application has been filed by Charles A. Colligan with the Board of Zoning Appeals and is scheduled for public hearing on September 25, 1980. The substance of the appeal is as follows:

1. An appeal to permit an office in an "R-3" district.
2. An appeal for a front yard setback from 25' to 5' to construct an I.D. Sign and privacy fence.
3. An appeal to construct an I.D. Sign in an "R-3" district.

If the rezoning is approved by the City Council and the Board of Zoning Appeals request is granted, the use proposed by Mr. Colligan will be permitted.

Sincerely,

Gary P. Baeten
Gary P. Baeten
Senior Planner

GFB:pb

DIGEST SHEET*S-51-08-20*TITLE OF ORDINANCE: SpecialDEPARTMENT REQUESTING ORDINANCE: Economic Development Commission

SYNOPSIS OF ORDINANCE: An Ordinance authorizing the City of Fort Wayne to issue its Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC REALTY PROJECT), and approval of final financing documents. An Inducement Resolution for this Project was previously adopted by City Council.

EFFECT OF PASSAGE: Permanent Financing of the Facilities.EFFECT OF NON-PASSAGE: None of the above.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): None

ASSIGNED TO COMMITTEE (PRESIDENT): _____

SUPPLEMENTAL TRUST INDENTURE

Between

THE CITY OF FT. WAYNE, INDIANA

And

INDIANA BANK AND TRUST COMPANY
TRUSTEE

SECURING:

\$100,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BONDS, SERIES 1981

(CSC REALTY PROJECT)

DATED AS OF:

JULY 15, 1981

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
1800 First National Bank Center
Cincinnati, Ohio 45202

SUPPLEMENTAL TRUST INDENTURE

THIS SUPPLEMENTAL TRUST INDENTURE (herein called the "Supplemental Indenture") dated as of the 15th day of July 1981, by and between the City of Ft. Wayne, Indiana (hereinafter referred to as the "Issuer"), a municipal corporation and political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Indiana, and Indiana Bank and Trust Company, (hereinafter called the "Trustee"), a banking corporation organized and existing under and by virtue of the laws of the State of Indiana, and duly authorized to exercise corporate trust powers under the laws of such State, with its principal place of business located in Ft. Wayne, Indiana, as Trustee under the Trust Indenture dated as of March 15, 1981, hereinafter mentioned;

WHEREAS, the Issuer has heretofore authorized and issued \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project), dated March 15, 1981 (the "Project Bonds") and has executed and delivered to the Trustee a Trust Indenture (the "Indenture") dated as of March 15, 1981, and recorded as Instrument Number 81-07517 in the Office of the Recorder of Allen County, Indiana (to which Indenture reference is hereby made as if rewritten herein at length) to secure the Project Bonds and such Additional Bonds (such Project Bonds and

Additional Bonds being hereinafter collectively referred to as the "Bonds") as may subsequently be issued on a parity therewith under the conditions imposed and to the extent permitted by the Indenture, particularly Section 2.08 thereof; and

WHEREAS, the Issuer has in all respects complied with the provisions of the Indenture so as to be entitled at this time to execute and to have authenticated and delivered Additional Bonds to be issued on a parity with the Project Bonds; and

WHEREAS, the Issuer desires by this Supplemental Indenture to provide for the issuance pursuant to the Indenture, as supplemented and amended by this Supplemental Indenture, of \$100,000 principal amount of Additional Bonds, to be designated "Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project)" (hereinafter sometimes referred to as the "Series 1981 Bonds"), and for the better security and protection of the Project Bonds and the Series 1981 Bonds now being issued, to execute this Supplemental Indenture; and

WHEREAS, the Issuer has, since the execution and delivery of said Indenture, duly passed an ordinance providing for the authorization and issuance of \$100,000 of Series 1981 Bonds (said ordinance being hereinafter referred to as the "Series 1981 Bond Legislation"), which Series 1981 Bond

Legislation is hereby incorporated herein and made a part of the Supplemental Indenture as fully as if said Series 1981 Bond Legislation were restated herein in full; and

WHEREAS, all acts, conditions and things required to happen, exist and be performed precedent to the issuance of the Series 1981 Bonds and to the execution and delivery of this Supplemental Indenture have happened, exist and have been performed in order to make the Series 1981 Bonds, when delivered, valid obligations of the Issuer in accordance with the terms thereof and hereof and in order to make this Supplemental Indenture valid, binding and legal security for the Series 1981 Bonds in accordance with its terms; and

WHEREAS, the Trustee has accepted and agreed to the duties imposed upon it by this Supplemental Indenture and in evidence thereof has joined in the execution hereof; and

WHEREAS, the text of the Series 1981 Bonds, the coupons to be attached thereto, the certificate of authentication of the Trustee to be endorsed thereon and other provisions to be included therein are to be substantially in the same forms, respectively, as the Project Bonds, with appropriate omissions, insertions and variations as in this Supplemental Indenture and the Series 1981 Bond Legislation provided, permitted or required; and

WHEREAS, the additions to, and modifications of, the Project to be acquired with the proceeds of said Series 1981

Bonds will be installed upon the properties of CSC Realty (the "Company") now specifically described in the Mortgage and Security Agreement dated as of March 15, 1981, by and between the Company and the Issuer;

NOW, THEREFORE, THIS SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium (if any) and interest on the Series 1981 Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein and herein and in the Series 1981 Bond Legislation and in the Indenture contained, as amended and supplemented, and for and in consideration of the premises and of the purchase and acceptance of the Series 1981 Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer has executed and delivered this Supplemental Indenture and has granted, bargained, sold, assigned, delivered, transferred, conveyed, warranted, released, confirmed, mortgaged, pledged and set over, and by these presents does grant, bargain, sell, assign, deliver, transfer, convey, warrant, release, confirm, mortgage, pledge and set over unto the Trustee, as Trustee under the Indenture, and to its successors in said trusts and to its assigns forever, the Pledged Receipts, including without limitation all payments and other amounts receivable by or on behalf of the Issuer under

the Supplemental Loan Agreement relating to the loan by the Issuer and in respect to the Loan, and all moneys and investments in the Construction Fund, Bond Fund and Debt Service Reserve Fund, and in particular the payments to be received under, pursuant to and subject to the provisions of the Supplemental Loan Agreement and the Note executed by the Company to secure the Series 1981 Bonds, pursuant to the terms of which Supplemental Loan Agreement and Note payments are to be paid directly to the Trustee at the corporate trust office of the Trustee for the account of the Issuer and deposited in the Bond Fund and Debt Service Reserve Fund, all subject to and in accordance with the Indenture and this Supplemental Indenture;

TO HAVE AND TO HOLD all the privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to its and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts in said Indenture, as amended and supplemented by this Supplemental Indenture, for the equal and proportionate benefit and security of all present and future holders of the Project Bonds, Series 1981 Bonds and appurtenant coupons issued or to be issued under and secured by the said Indenture, or any of them, without preference, priority or distinction, as to lien or otherwise, of any one Bond or coupon over any other by

reason of priority in the time of the issue or negotiation thereof or otherwise, except as may be otherwise expressly provided in said Indenture;

AND IT IS HEREBY COVENANTED AND DECLARED by the Issuer with the Trustee and its successors in trust under the Indenture and Supplemental Indenture for the benefit of those who shall hold such Series 1981 Bonds and appurtenant coupons at any time issued and outstanding under the Indenture, Supplemental Indenture and any subsequent indentures supplemental thereto, or any of them, as follows:

Section 1. Incorporation of Series 1981 Bond Legislation. As stated in the recitals hereto, the Series 1981 Bond Legislation referred to above is hereby made a part of this Supplemental Indenture, and whenever in the Indenture reference is made to "Bond Legislation" the same shall be deemed to include such Series 1981 Bond Legislation as well as the Original Bond Legislation.

Section 2. Form, Execution and Delivery of Series 1981 Bonds. The Series 1981 Bonds shall be executed, authenticated and delivered as provided in the Indenture, in the Series 1981 Bond Legislation and in the Series 1981 Bonds, and the form of the Series 1981 Bonds, the coupons to be attached thereto (in the case of coupon Series 1981 Bonds), and the certificate of authentication of the Trustee to be endorsed thereon shall be as provided in the recitals hereof.

Section 3. Transfer and Registration of Bonds.

Except as otherwise provided in the Original Bond Legislation or the Series 1981 Bond Legislation or the Series 1981 Bonds, the Series 1981 Bonds are subject to all of the terms and conditions of Section 2.04 of the Indenture relating to transfer, exchange and registration of Bonds.

Section 4. Proceeds of Sale. The proceeds from the sale of the Series 1981 Bonds shall be deposited and credited as provided in the Indenture and the Series 1981 Bond Legislation.

Section 5. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions of the Indenture and this Supplemental Indenture.

The Trustee shall not be responsible in any manner whatsoever for or in respect to the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Issuer, nor for or in respect to the recitals herein contained, all of which recitals are made by the Issuer solely. In general, each and every term and condition contained in the Indenture shall apply to this Supplemental Indenture with such omissions, variations, amendments and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

IN WITNESS WHEREOF, the Issuer has caused this Supplemental Indenture to be executed in its name and on its behalf by its duly authorized officers, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Supplemental Indenture to be executed in its name by its duly authorized officers and its seal to be hereunto affixed and duly attested, all as of the day and year first above written.

THE CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr., Mayor

Attest:

Charles W. Westerman, Clerk

INDIANA BANK AND TRUST COMPANY
TRUSTEE

By: _____

Attest:

(SEAL)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this _____ day of _____, 1981, before me, _____, a Notary Public in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses, Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, one of the within named bargainers, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said City and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
A resident of Allen County,
Indiana
(SEAL)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this _____ day of _____, 1981, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, respectively, of _____ and _____, respectively, of Indiana Bank and Trust Company, the banking corporation which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said corporation, that they did sign said instrument as such officers, respectively, for and on behalf of said corporation and by authority granted in its rules and regulations and by its Board of Directors; and that the same is their free act and deed as such officers, respectively, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
A resident of Allen County,
Indiana
(SEAL)

CERTIFICATE OF RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected, qualified and acting Recorder of Allen County, Indiana, hereby certify that on the _____ day of _____ 1981, there was filed in my office for recording an executed counterpart of the attached instrument and that the fee for the recording of said instrument was paid in full on said date.

I further certify that said instrument was recorded as Instrument No. _____, and now appears of record, of which record I am the legal custodian.

Dated the date first above written.

(SEAL)

Recorder
Allen County, Indiana

ASSIGNMENT OF SUPPLEMENTAL MORTGAGE AND
SECURITY AGREEMENT

FROM

THE CITY OF FT. WAYNE, INDIANA

TO

INDIANA BANK AND TRUST COMPANY
TRUSTEE

SECURING:

\$100,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE

REVENUE BONDS, SERIES 1981

(CSC REALTY PROJECT)

DATED AS OF:

JULY 15, 1981

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
First National Bank Center
Cincinnati, Ohio 45202

ASSIGNMENT OF SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

In order to secure payment of One Hundred Thousand Dollars (\$100,000) in aggregate principal amount of Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project) dated as of the date hereof, the CITY OF FT. WAYNE, INDIANA, (the "Issuer") as mortgagee under and pursuant to a Supplemental Mortgage and Security Agreement dated as of the date hereof from CSC REALTY to the Issuer, for value received, does hereby transfer and assign to Indiana Bank and Trust Company, Trustee pursuant to a Supplemental Trust Indenture, dated as of the date hereof, between the Issuer and the aforesaid Trustee, (a copy of which Supplemental Trust Indenture is on file at the corporate trust office of the Trustee in Ft. Wayne, Indiana, and is available for inspection), all its right, title and interest in, to and under the aforesaid Supplemental Mortgage and Security Agreement recorded on _____, 1981, as Instrument No. _____ of the Allen County, Indiana Mortgage Records, and in and to the premises described therein.

IN WITNESS WHEREOF, the Issuer has caused this Assignment of Supplemental Mortgage and Security Agreement to be executed in its name and on its behalf, all as of the fifteenth day of July 1981.

Signed and acknowledged
in the presence of

CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.,
Mayor

Attest _____
Charles W. Westerman,
Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses, Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, the within named bargainer, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said city and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____ 1981.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

My Commission expires:

CERTIFICATE OF RECORDING

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected, qualified and acting Recorder of Allen County, Indiana, hereby certify that on the _____ day of _____, 1981, there was filed in my office for recording an executed counterpart of the attached instrument and that the fee for the recording of said instrument was paid in full on said date.

I further certify that said instrument was recorded as Instrument No. _____, and now appears of record, of which record I am the legal custodian.

Dated the date first above written.

Recorder
Allen County, Indiana

SUPPLEMENTAL
MORTGAGE AND SECURITY AGREEMENT

Between

CSC REALTY

And

THE CITY OF FT. WAYNE, INDIANA

SECURING:

\$100,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BONDS, SERIES 1981

(CSC REALTY PROJECT)

DATED AS OF:

JULY 15, 1981

THIS MORTGAGE CONTAINS PROVISIONS RELATING TO
PERSONAL PROPERTY AS WELL AS REAL PROPERTY. THIS
INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY
PROVISIONS AND CONSTITUTES A SECURITY AGREEMENT
UNDER THE INDIANA UNIFORM COMMERCIAL CODE.

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
1800 First National Bank Center
Cincinnati, Ohio 45202

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

THIS SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made as of this 15th day of July 1981 between CSC Realty, an Indiana general partnership with its principal place of business in the City of Ft. Wayne, Indiana ("Grantor"), and the City of Ft. Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana, operating herein pursuant to the provisions of Title 18, Chapter 6, Article 4.5 of the Indiana Code of 1971, as supplemented and amended ("Grantee");

W I T N E S S E T H:

WHEREAS, Grantee has previously entered into a Trust Indenture with Indiana Bank and Trust Company, as Trustee, pursuant to the terms of which Grantee has issued its Economic Development First Mortgage Revenue Bonds in an aggregate principal amount of \$375,000 (the "Bonds"); and

WHEREAS, Grantor has also previously entered into a Loan Agreement with Grantee, pursuant to the terms of which Grantee has loaned to Grantor the proceeds from the sale of the Bonds, and Grantor has delivered its Note to evidence said loan and has granted its mortgage (the "Mortgage") on the Project as security for the payment of the Note and the Bonds which Mortgage was recorded on April 21, 1981 as Instrument Number 81-07515 in the Office of the Recorder of Allen County, Indiana; and

WHEREAS, Grantor now wishes to amend the Mortgage to include within the definition of "Mortgaged Property" all of the improvements presently being constructed on the real estate subject to the lien of the Mortgage, in order to secure the Series 1981 Bonds which are now being issued by the Grantee in order to provide funds to complete the construction of the improvements which are the subject of this Supplemental Mortgage;

NOW THEREFORE, Grantor and Grantee do hereby agree as follows:

Section 1. The definition of "Mortgaged Property" contained in the Mortgage is hereby amended by including within such definition all of the improvements and personal property described in Exhibit A hereto.

Section 2. The Mortgage, as hereby amended, shall apply with full force and effect to the Series 1981 Bonds.

IN WITNESS WHEREOF, the parties have executed this Supplemental Mortgage as of the day and year first above written.

Grantor:
CSC REALTY

By: _____
Charles A. Colligan,
General Partner

By: _____
Stanley P. Colligan,
General Partner

By: _____
Eugene I. Sheehan,
General Partner

THE CITY OF FT. WAYNE, INDIANA

By: _____
Winfield C. Moses, Jr.,
Mayor

Attest: _____
Charles W. Westerman,
Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses, Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, one of the within named bargainers, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said City and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 1981.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

My Commission expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan, with each of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be all of the general partners of CSC Realty, and who, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by subscribing thereto the name of said partnership by themselves as such general partners.

WITNESS my hand and notarial seal of office at Ft. Wayne, Indiana, this _____ day of _____, 1981.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

My Commission expires:

E X H I B I T A

P R O J E C T

The Project consists of the completion of a two-story office building having interior square footage of approximately 8,850 square feet, being constructed of concrete, steel, masonry and wood siding, located on a tract of ground 220' by 265', located at 3737 Lake Avenue, Ft. Wayne, Indiana.

CERTIFICATE OF RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected, qualified and acting Recorder of Allen County, Indiana, hereby certify that on the _____ day of _____, 1981, there was filed in my office for recording an executed counterpart of the attached instrument and that the fee for the recording of said instrument was paid in full on said date.

I further certify that said instrument was recorded as Instrument No. _____, and now appears of record, of which record I am the legal custodian.

Dated the date first above written.

Recorder
Allen County, Indiana

(SEAL)

SUPPLEMENTAL
LOAN AGREEMENT

Between

THE CITY OF FT. WAYNE, INDIANA

And

CSC REALTY

\$100,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BONDS, SERIES 1981

(CSC REALTY PROJECT)

DATED AS OF:

JULY 15, 1981

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
1800 First National Bank Center
Cincinnati, Ohio 45202

SUPPLEMENTAL LOAN AGREEMENT
between
THE CITY OF FORT WAYNE, INDIANA
and
CSC REALTY

THIS SUPPLEMENTAL LOAN AGREEMENT made as of the fifteenth day of July 1981, between the City of Fort Wayne, Indiana (hereinafter sometimes called the "Lender"), a municipal corporation and political subdivision organized and existing under and by virtue of this Constitution and laws of the State of Indiana, and operating herein pursuant to the provisions of Title 18, Chapter 6, Article 4.5 of the Indiana Code of 1971, as supplemented and amended, and particularly Section 18-6-4.5-11(f) thereof, to carry out the public purposes of the Lender and the State of Indiana, and CSC Realty (hereinafter called the "Company"), an Indiana general partnership.

W I T N E S S E T H:

WHEREAS, as provided in an ordinance heretofore duly passed by the Legislative Authority of the Lender, the Lender and the Company have executed a Loan Agreement (herein called the "Loan Agreement") dated as of March 15, 1981, to which Loan Agreement reference is hereby made as if rewritten herein at length, all the terms of which Loan Agreement as defined

therein shall have the same meaning herein unless the context otherwise indicates; and

WHEREAS, at the request of the Company, the parties hereto contemplate the completion of the construction and equipment of certain facilities on the Project Site (such facilities being hereinafter called the "Addition"), the cost of which shall be paid from the proceeds derived from the issuance by the Lender of \$100,000 principal amount of Additional Bonds (herein called the "Series 1981 Bonds"); and

WHEREAS, the equipment and structure forming the Addition is described in Exhibit "A" hereto and is included in the term "Project" as used in the Loan Agreement; and

WHEREAS, the Company now desires to increase the Loan Payments payable under the Loan Agreement and to deliver a promissory note evidencing such increased payments in order to provide the moneys necessary to pay the principal of, premium (if any) and interest due on the Series 1981 Bonds and to pay such other amounts as are a part of the Loan Payments and other amounts payable pursuant to this Supplemental Loan Agreement and to Sections 2.1 and 2.2 of the Loan Agreement; and

WHEREAS, the Company further desires to modify and supplement the Loan Agreement in order to provide for the aforesaid payments and the optional and mandatory payment and prepayment provisions with respect to the Loan and the Loan Payments relating to the Series 1981 Bonds as have been agreed

upon between the Company and The Cincinnati Insurance Company as the Original Purchaser of the Series 1981 Bonds;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and conditions herein contained, the parties hereto hereby agree to amend and supplement the Loan Agreement and do hereby amend and supplement the Loan Agreement, so as to acknowledge that under the terms of the Loan Agreement the Loan Payments payable by the Company to the Lender have been increased and that such increased Loan Payments are required to be paid under the Loan Agreement and will be paid in accordance with the terms thereof and hereof.

The parties further agree and covenant that:

Section 1. Agreement to Make Addition. The Company agrees that it will cause the Addition to be acquired, constructed, installed and equipped on the Project Site in accordance with the plans and specifications therefor and as herein provided, utilizing therefor the proceeds of the Series 1981 Bonds. The Lender and the Company agree that such plans and specifications may be amended from time to time as the Company may request so long as no such amendment shall adversely affect the character of the property as an economic development facility or violate the Act.

Section 2. The Loan Agreement. The Loan Agreement shall remain in full force and effect as originally written, except as specifically supplemented or amended hereby.

Section 3. Term of Supplemental Loan Agreement. The expiration date of this Supplemental Loan Agreement shall be March 15, 2000, provided that the provisions of Section 10.1 of the Loan Agreement relating to termination of the Loan Agreement shall remain effective and shall be applicable to the Series 1981 Bonds.

Section 4. Provisions of Loan Agreement Applicable to Series 1981 Bonds. All terms, conditions, representations and covenants in the Loan Agreement applicable to the Project Bonds, as to which specific contrary provision is not made in this Supplemental Loan Agreement, in the Supplemental Trust Indenture entered into between the Lender and Indiana Bank and Trust Company, as Trustee (hereinafter called the "Supplemental Indenture"), or in the Bond Legislation authorizing the issuance of the Series 1981 Bonds shall apply with like force and effect to the Series 1981 Bonds and all funds derived from the proceeds of sale of the Series 1981 Bonds shall be applied to the construction and equipment of the Addition as provided for in the Loan Agreement with respect to the Project.

Section 5. Addition to be Part of Project. The Addition as constructed and equipped shall become a part of the Project and shall be incorporated therein, as if originally a part thereof, and all terms, conditions and covenants, representations and rights and privileges in the Loan Agreement with respect to the Project shall apply with like force and effect to the Addition.

Section 6. Loan to Company. The Lender agrees, subject to the terms and conditions of the Loan Agreement and this Supplemental Loan Agreement, to lend to the Company the proceeds from the sale of the Series 1981 Bonds, for deposit as provided in the Loan Agreement.

Section 7. Increase in Loan Payments and Other Amounts Payable Under Sections 2.1 and 2.2 of Loan Agreement; the Series 1981 Note. In accordance with Section 7 of the Original Bond Legislation authorizing the issuance of the Bonds, the Company hereby agrees that, commencing at least one business day prior to each Loan Payment Date (commencing with the Loan Payment Date of March 15, 1982), and continuing thereafter until the principal of and interest on the Series 1981 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the above-described Indenture), the Loan Payments and Additional Payments due under Sections 2.1 and 2.2 of the Loan Agreement shall be increased or supplemented by amounts sufficient to pay all of the principal of, premium (if any) and interest due on the Series 1981 Bonds on each Interest Payment Date and each Principal Payment Date, together with increased Additional Payments to be made by virtue hereof, and, in the event that the Series 1981 Bonds are to be redeemed or paid or have been called for redemption otherwise than on an interest payment date, the Company agrees to pay a sum sufficient to pay the

required premium and all other amounts payable on the redemption date. The obligation of the Company contained in this paragraph shall be absolute and unconditional, and shall be unaffected by the cancellation or termination of this Supplemental Loan Agreement.

Concurrently with the issuance of the Series 1981 Bonds, the Company agrees to and shall execute and deliver a Note (the "Series 1981 Note") in substantially the form attached hereto as Exhibit B, evidencing the obligation of the Company to repay the loan made by the Lender from the proceeds of the Series 1981 Bonds. Such Series 1981 Note shall be dated as of the date of this Agreement and shall be payable to the order of the Lender in the principal amount of \$100,000 in installments payable in the amounts and on the dates set forth in Exhibit A hereto, until said principal amount is paid in full, the unpaid balance from time to time of such principal amount bearing interest at the rate(s) and payable on the dates as set forth in Exhibit A hereto. Such amounts of principal and interest (together with any premium on the Series 1981 Note) shall together constitute increased Loan Payments. The Lender, its successors and assigns, shall endorse on the reverse side of the Series 1981 Note or on an attachment thereto an appropriate notation evidencing the date and amount of each principal payment or prepayment made with respect thereto by the Company. The Company acknowledges that interest on the Series

1981 Bonds will be payable semiannually and that principal will be payable annually, but that all Loan Payments will be made on a monthly basis.

Section 2.2(d) of the Loan Agreement is hereby amended as follows: The Reserve Fund Payment shall be the difference between the amount of the monthly Loan Payments (as increased by the amount of the Loan Payments in respect of the Series 1981 Bonds) and the sum of \$ _____. The Reserve Fund Payment shall continue until the aggregate amount accumulated in the Reserve Fund is equal to not more than \$71,250. Other than the aforesaid amendment of \$5,000 to read \$ _____ and \$56,250 to read \$71,250 in Section 2.2(d) of the Loan Agreement, all other provisions of said Section shall remain unchanged.

Section 8. Company Not to Adversely Affect Tax Exempt Status of Interest on Series 1981 Bonds. The Company agrees that the covenants and representations contained in Sections 6.8 and 6.9 of the Loan Agreement shall apply to the Series 1981 Bonds as fully as if such covenants and representations were set forth in full herein.

The Company agrees that it will furnish, at the request of the Original Purchaser, the Trustee, or bond counsel, information reasonably requested by any of such parties with respect to compliance by the Company with the preceeding paragraph of this Section.

Section 9. Optional Prepayment Provisions of Loan Agreement. The optional and mandatory prepayment provisions of Section 2.10 of the Loan Agreement shall apply fully to the Series 1981 Note and the Loan in respect of the Series 1981 Bonds.

Section 10. Amendment of Certain Definitions in Loan Agreement and Additional Covenants.

The following definitions of the Loan Agreement are hereby supplemented or amended as follows:

"Completion Date" means, with respect to the Addition, the date specified in the certificate of the Project Supervisor to be furnished with respect to the Addition pursuant to Section 3.3 of the Loan Agreement as made applicable hereto by Section 4 hereof.

"Construction Period" means, with respect to the Addition, the period between the beginning of the acquisition, construction and installation of the Addition or the date on which the Series 1981 Bonds are delivered to the Original Purchaser, whichever is earlier, and the Completion Date of the Addition.

"Loan Payment Date" means each Interest Payment Date, commencing with the Interest Payment Date of September 15, 1981, and each Principal Payment Date.

Section 11. Company's Approval of Supplemental Trust Indenture. The Supplemental Trust Indenture has been submitted to the Company for examination, and the Company acknowledges, by execution of this Supplemental Loan Agreement, that it has approved the Supplemental Trust Indenture.

IN WITNESS WHEREOF, Lender and the Company have caused this Supplemental Loan Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

THE CITY OF FORT WAYNE, INDIANA

By: Winfield C. Moses, Jr., Mayor

Attest: Charles W. Westerman, Clerk

CSC REALTY

By: Charles A. Colligan,
General Partner

By: Stanley P. Colligan,
General Partner

By: Eugene I. Sheehan,
General Partner

EXHIBIT A

The "Addition" consists of the completion of a two-story office building having interior square footage of approximately 8,850 square feet, being constructed of concrete, steel, masonry and wood siding, located on a tract of land 220' by 265', at 3737 Lake Avenue, Ft. Wayne, Indiana.

This Promissory Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Trust Indenture and the Loan Agreement referred to therein.

PROMISSORY NOTE

\$100,000

July 15, 1981

FT. WAYNE, INDIANA

FOR VALUE RECEIVED, the undersigned CSC REALTY (the "Borrower") an Indiana general partnership, promises to pay to the order of THE CITY OF FT. WAYNE, INDIANA (the "Lender") the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) in monthly installments payable on the fifteenth day of each month, commencing August 15, 1981, and continuing on the fifteenth day of each month thereafter until the principal amount hereof is paid in full, the unpaid balance from time to time of such principal amount bearing interest payable monthly at the rate of twelve per centum (12%) per annum. Such installments of principal and interest shall be paid in amounts equal to the sum of the following items: (i) one-sixth (1/6) of the interest (at the rate of 12% per annum) payable in respect of \$100,000 Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project) (the "Bonds"), on the next succeeding semiannual interest payment date, less any amount on deposit in the Bond Fund created under the Bond Legislation of the Lender authorizing the delivery and sale of the Bonds, which is not attributable to prior payments under this clause (i); (ii) one-twelfth (1/12) of the principal to become due on the Bonds on the next succeeding principal payment date in accordance with Schedule A hereto (whether at maturity or by operation of any mandatory sinking fund requirements of the said Bond Legislation), until all Bonds are fully paid and retired; and (iii) any other amounts required under the hereinafter described Loan Agreement or Supplemental Loan Agreement; specifically including, without implied limitation, any Reserve Fund Payment required under the aforesaid Loan Agreement and Supplemental Loan Agreement; provided, however, that the initial payment shall be adjusted as necessary in order that succeeding payments may be made in the amounts provided in clauses (i) and (ii). Each installment payable on a date which is a principal payment date as set forth on Schedule A hereto shall be reduced by any balance on deposit in the aforesaid Bond Fund attributable to investment earnings on previous installment payments theretofore deposited and not previously applied to reduce a loan payment.

All principal, interest and premium payments made hereunder shall be paid to Indiana Bank and Trust Company (the "Trustee"), Trustee under the Trust Indenture, dated as of March 15, 1981 herewith between the Lender and such Trustee, as supplemented by a Supplemental Trust Indenture dated as of July 15, 1981 (together called the "Indenture") at its corporate trust office in Ft. Wayne, Indiana, at least one business day prior to the date they are due and payable, whether at maturity or by acceleration, for deposit in the Bond Fund or Debt Service Reserve Fund, both as defined in the Indenture for the account of the Lender. Any payment not so received by the Trustee when due shall continue as an obligation of the Borrower until that amount is paid and shall bear interest at a rate one percent in excess of the base rate of interest charged at any given time by the Trustee in its lending capacity as a commercial bank on loans to its most credit-worthy borrowers, provided that such rate borne by such amount in default shall not be less than the rate of interest ordinarily payable on this Note. All payments or prepayments of principal hereof shall be endorsed by the Trustee hereon.

In any event, the sum of the principal and interest and any premium payments payable pursuant to this Note shall be sufficient to pay the total amount due with respect to principal and interest and any premium on \$100,000 Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project) (the "Bonds") secured by the Indenture as and when due, and if at any time when said payments are due the balance in the Bond Fund (as defined in the Indenture) is insufficient to make such payments the Borrower will forthwith pay to the Trustee, for the account of the Lender, for deposit into the Bond Fund, any such deficiency; provided, that the Borrower shall be entitled to the credit described in the third paragraph of Section 2.1 of the Loan Agreement hereinafter mentioned, and provided further, that if at any time all principal and interest and any premium payments on the Bonds have been paid within the meaning of the Indenture, the Borrower shall not be obligated to make any further principal or interest or premium payments hereunder and the Lender or the Trustee shall surrender this Note to the Borrower for cancellation.

This Note is one of the Notes referred to in, is executed and delivered by the undersigned pursuant to, and is entitled to the benefits of, the Loan Agreement dated as of March 15, 1981 between the Lender and the Borrower, as supplemented and amended by a Supplemental Loan Agreement dated as of July 15, 1981 (together called the "Loan Agreement"), which Loan Agreement contains among other things, provisions

for optional and mandatory acceleration of the maturity hereof upon the happening of certain stated events, and for prepayment in full of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

This Note shall be on a parity with any other Note or Notes hereafter executed and delivered by the Company pursuant to the aforesaid Loan Agreement.

This Note may and shall be pledged or assigned by the Lender only to the Trustee, or any successor trustee under the Indenture, to secure payment of the Bonds.

This Note evidences the Borrower's obligation to repay the Loan made pursuant to the Supplemental Loan Agreement, with interest and premium (if any), and is executed and delivered to secure payment of such Loan and is further secured by a Mortgage and Security Agreement and a Supplemental Mortgage and Security Agreement (together called the "Mortgage") from the Borrower to the Lender pertaining to the Project and Project Site, as those terms are defined and described in Exhibits B and C, respectively, to, the Loan Agreement, which Mortgage has been assigned to the Trustee pursuant to an Assignment of Mortgage and Security Agreement and Assignment of Supplemental Mortgage and Security Agreement from the Lender to the Trustee, in order to secure payment of the Bonds.

CSC REALTY

By

Stanley P. Colligan,
General Partner

By

Charles A. Colligan,
General Partner

By

Eugene I. Sheehan,
General Partner

The above Promissory Note is hereby assigned to Indiana Bank and Trust Company, without recourse, as Trustee pursuant to the within described Indenture as of the date of said Promissory Note.

THE CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.,
Mayor

Attest _____
Charles W. Westerman,
City Clerk

The Borrower hereby acknowledges and agrees to the aforesaid assignment of this Promissory Note to Indiana Bank and Trust Company.

CSC REALTY

By _____
Stanley P. Colligan,
General Partner

By _____
Charles A. Colligan,
General Partner

By _____
Eugene I. Sheehan,
General Partner

PRINCIPAL PAYMENTS RECEIVED

AMOUNT

DATE _____

HOLDER'S ENDORSEMENT

[illegible]

SCHEDULE A

| <u>Maturity Year</u> | <u>Principal Amount Maturing (or redeemable pursuant to Mandatory Sinking Fund Provisions</u> | <u>Interest Rate</u> |
|--------------------------|---|--------------------------|
| 1982 | \$ 5,000 | 12.00% |
| 1983 | 5,000 | 12.00% |
| 1984 | 5,000 | 12.00% |
| 1985 | 5,000 | 12.00% |
| 1986 | 5,000 | 12.00% |
| 1987 | 5,000 | 12.00% |
| 1988 | 5,000 | 12.00% |
| 1989 | 5,000 | 12.00% |
| 1990 | 5,000 | 12.00% |
| 1991 | 5,000 | 12.00% |
| 1992 | 5,000 | 12.00% |
| 1993 | 5,000 | 12.00% |
| 1994 | 5,000 | 12.00% |
| 1995 | 5,000 | 12.00% |
| 1996 | 5,000 | 12.00% |
| 1997 | 5,000 | 12.00% |
| 1998 | 5,000 | 12.00% |
| 1999 | 5,000 | 12.00% |
| 2000 | 10,000 | 12.00% |

Interest payable on the Series 1981 Bonds semiannually on March 15 and September 15, commencing September 15, 1981.

(FORM OF FULLY REGISTERED BOND)

CITY OF FT. WAYNE, INDIANA

ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BOND, SERIES 1981

(CSC REALTY PROJECT)

No. _____

\$

The CITY OF FT. WAYNE, INDIANA (hereinafter referred to as the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana in the County of Allen, for value received, promises to pay to _____, or registered assigns, but solely from the sources and in the manner hereinafter referred to, the principal sum of

on the fifteenth day of March 2000, and to pay from said sources interest thereon from the date hereof at the rate of twelve per centum (12%) per annum, payable semiannually on March 15 and September 15 in each year, commencing the March 15 or September 15 next following the date hereof, until payment of such principal sum has been made or provided for, subject to the provisions hereinafter mentioned with respect to redemption prior to maturity. Such principal and interest are payable in lawful money of the United States of America, without deduction for the services of the paying agent. Principal is payable upon presentation and surrender of this Bond at the corporate trust office of the Trustee, initially Indiana Bank and Trust Company. Interest on this Bond shall be paid by check or draft mailed to the registered holder hereof at his address as it appears on the registration books of the Issuer.

This Bond is one of a duly authorized issue of Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project) (hereinafter referred to as the "Series 1981 Bonds"), issuable under the Trust Indenture dated as of March 15, 1981 and the Supplemental Trust Indenture dated as of July 15, 1981 (hereinafter, as the same may be amended or supplemented in accordance with their terms, referred to as the "Indenture"), between the Issuer, and Indiana Bank and Trust

Company, as Trustee (the term "Trustee", as used herein, refers to said Trustee or any successor Trustee appointed pursuant to the Indenture), aggregating in principal amount \$100,000 and issued for the purpose of making a loan to assist CSC Realty (hereinafter referred to as the "Company") in the financing of costs of completing the acquisition and construction of real estate, buildings, equipment and personal property in connection therewith (such real estate, buildings, equipment and personal property being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote the diversification of commerce in and near the City of Ft. Wayne, Indiana.

The proceeds of the Series 1981 Bonds will be loaned to the Company pursuant to a Loan Agreement, dated as of March 15, 1981, and a Supplemental Loan Agreement, dated as of July 15, 1981 (hereinafter, as the same may be amended according to their terms, referred to as the "Agreement", and the loan made pursuant to the Agreement is hereinafter referred to as the "Loan"), duly made and entered into between the Issuer and the Company.

Pursuant to the Agreement, in order to provide moneys, and to evidence its obligation to repay the Loan, the Company has executed and delivered to the Issuer its unconditional Promissory Note in the principal amount of \$100,000 (hereinafter referred to as the "Note"). The Note has interest rates, payment and prepayment provisions corresponding to comparable provisions of the Series 1981 Bonds. In order to further secure the Loan, the Company has executed and delivered to the Issuer a Supplemental Mortgage and Security Agreement dated as of July 15, 1981 (hereinafter referred to as the "Mortgage") pertaining to the Project. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee the "Pledged Receipts" as defined in the Indenture, and, pursuant to an Assignment of Supplemental Mortgage and Security Agreement, dated as of July 15, 1981, between the Issuer and the Trustee, has assigned to the Trustee all its right, title and interest in, to and under the Mortgage, and has further assigned to the Trustee the Note, all as security for its obligations to pay the principal of, premium (if any) and interest on the Series 1981 Bonds. Payment of principal of, premium (if any) and interest on the Series 1981 Bonds has been guaranteed by Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan pursuant to a Guaranty Agreement dated as of March 15, 1981.

The Series 1981 Bonds, together with the Issuer's \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (the "Project Bonds") previously issued under the Indenture and Additional Bonds as may be issued on a parity herewith and therewith under the Indenture (the Series 1981 Bonds, the Project Bonds and any such Additional Bonds are hereinafter collectively referred to as the "Bonds"), are all issued or may be issued under and are to be equally and ratably secured and entitled to the protection given by the Indenture, which is on file in the office of the Trustee, and reference is hereby made to the Indenture and the Agreement and to all indentures and loan agreements, respectively, supplemental thereto for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security and of the rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds and coupons and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Indenture, each holder, by the acceptance hereof, assents.

The Series 1981 Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended, and pursuant to an ordinance passed by the Common Council of the Issuer (the "Bond Legislation"), which Bond Legislation, among other things, also authorizes the execution and delivery of the Indenture and the Agreement. The Bonds, and any interest coupons attached thereto, are special obligations of the Issuer.

Payment of the principal of, premium (if any) and interest on the Bonds (hereinafter collectively referred to as "Bond service charges") is to be made, except to the extent made from Bond proceeds and the investment thereof, solely from the "Pledged Receipts" (generally, the payments and other amounts which under the Agreement are payable by the Company directly to the Trustee for the account of the Issuer in repayment of the Loan, including the payments of principal of, premium [if any] and interest on the Note and any additional Note or Notes delivered to the Trustee pursuant to the Indenture and Agreement in connection with the issuance of Additional Bonds; all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Loan, subject to certain provisions in the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds; the proceeds of the Bonds including all moneys deposited in the Construction Fund defined in the Indenture; and the income and profit from the investment

of such payments and moneys), and is secured by a pledge of and lien on the moneys deposited in the Bond Fund as established by the Indenture and hereinafter identified and a pledge and assignment of other moneys constituting said Pledged Receipts, as provided for in the Indenture. THE BONDS ARE NOT SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF INDIANA, OR ANY POLITICAL SUBDIVISION THEREOF. Payments sufficient for the prompt payment when due of the Bond service charges on the Bonds are required by the Agreement to be made by the Company to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Ft. Wayne - CSC Realty Revenue Bond Fund", and have been duly pledged for that purpose.

The Series 1981 Bonds are issuable as coupon bonds registrable as to principal in the denomination of \$5,000, and as fully registered bonds in the denomination of \$5,000 and any authorized multiple thereof. Coupon Series 1981 Bonds and fully registered Series 1981 Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner, subject to the limitations and on payment of the charges provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the corporate trust office of the Trustee as Bond Registrar, upon presentation hereof to the Trustee, all subject to the terms and conditions provided in the Indenture.

In the event the Company exercises its option to prepay the Loan as provided in Section 8.2 of the Agreement (in the event of damage, destruction or condemnation of the Project, or economic frustration of purpose), the Series 1981 Bonds are subject to extraordinary optional redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Series 1981 Bonds are also subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date if and when (i) the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Agreement by reason of any changes in the

Constitution of the State of Indiana or the Constitution of the United States of America or by reason of legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Issuer or the Company in good faith to such extent that the Agreement or the Note and the obligations evidenced thereby are no longer enforceable by the holder thereof, or (ii) interest on the Bonds shall have become subject to Federal income tax because of a Determination of Taxability (as defined in the Indenture) which is unrelated to any default by the Company under Section 6.8 of the Agreement. In the event that interest on the Bonds becomes subject to Federal income tax because of a Determination of Taxability as a result of a default by the Company under Section 6.8 of the Agreement, the Bonds shall be subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 110% of the principal amount thereof plus accrued interest to the redemption date. Unless the Company shall have made proper provision for the redemption of all Bonds outstanding within six months following the date of the Event of Taxability (as defined in the Indenture), the redemption price payable with respect to a redemption resulting from a Determination of Taxability shall be increased by an amount equal to 2% of the principal amount of all Bonds then outstanding for each six-month period, or any part thereof, from the date of the Event of Taxability to the date of redemption. With respect to Bonds not outstanding on the date of the Determination of Taxability, but which were outstanding on the date of the Event of Taxability, the redemption price shall be increased by an amount equal to 2% of the principal amount of each of such Bonds between the date of the Event of Taxability and the date that such Bond was paid or redeemed. Any such redemption shall be made not more than 180 days following the effective date of any such constitutional amendment, legislation, administrative action or final decree, judgment or order, or following the date of the Determination of Taxability (excluding any final determination that interest is subject to Federal income tax with respect to any Bond held by a "substantial user" of the Project or by a "related person" thereof, as those terms are used in Section 103(b)(9) of the Internal Revenue Code of 1954). Notice from the Company to the Trustee pursuant to Section 8.4 of the Agreement that the Company shall prepay the Loan in full as required under Section 8.3 of the Agreement and shall concurrently prepay the Note, shall constitute the direction from the Issuer to the Trustee to call all the then outstanding Bonds for special mandatory redemption pursuant to this paragraph, and no separate notice from the Issuer to the Trustee shall be required.

The Series 1981 Bonds are also subject to mandatory redemption by the Issuer prior to stated maturity, pursuant to the terms of the mandatory sinking fund requirements provided in the Bond Legislation, on the dates and in the amounts set forth below, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date:

| <u>March 15 of the Year</u> | <u>Principal Amount</u> |
|---------------------------------|-------------------------|
| 1982 | \$ 5,000 |
| 1983 | 5,000 |
| 1984 | 5,000 |
| 1985 | 5,000 |
| 1986 | 5,000 |
| 1987 | 5,000 |
| 1988 | 5,000 |
| 1989 | 5,000 |
| 1990 | 5,000 |
| 1991 | 5,000 |
| 1992 | 5,000 |
| 1993 | 5,000 |
| 1994 | 5,000 |
| 1995 | 5,000 |
| 1996 | 5,000 |
| 1997 | 5,000 |
| 1998 | 5,000 |
| 1999 | 5,000 |
| 2000 (maturity) | 10,000 |

Any of such Bonds as may be outstanding on and after March 15, 1991 are also subject to optional redemption, in whole or in part, prior to maturity by the Issuer at the direction of the Company on March 15, 1991, or on any interest payment date thereafter, at the redemption prices (expressed as a percentage of the principal amounts thereof) set forth as follows, plus accrued interest to the redemption date:

| <u>Redemption Date Dates Inclusive)</u> | <u>Redemption Price</u> |
|---|-------------------------|
| March 15, 1991 to March 14, 1992 | 105% |
| March 15, 1992 to March 14, 1993 | 104-1/2% |
| March 15, 1993 to March 14, 1994 | 104% |
| March 15, 1994 to March 14, 1995 | 103-1/2% |
| March 15, 1995 to March 14, 1996 | 103% |
| March 15, 1996 to March 14, 1997 | 102-1/2% |
| March 15, 1997 to March 14, 1998 | 102% |
| March 15, 1998 to March 14, 1999 | 101-1/2% |
| March 15, 1999 to March 14, 2000 | 101% |

If less than the entire unmatured portion of the Series 1981 Bonds shall be called for redemption at any time or from time to time otherwise than pursuant to any mandatory sinking fund provisions of the Bond Legislation they shall be called in inverse order of the maturities of the Series 1981 Bonds at the time outstanding; and if less than all of the Series 1981 Bonds outstanding of one maturity are to be called, the selection of such Series 1981 Bonds or portions of fully registered Series 1981 Bonds of such maturity to be called shall be made by lot by the Trustee in such manner as the Trustee may determine. If optional redemption of Series 1981 Bonds is to occur as of March 15 in any of the years 1991 to 2000 inclusive, the Series 1981 Bonds to be so redeemed by optional redemption shall be selected prior to the selection of the Series 1981 Bonds to be redeemed on the same date by operation of the mandatory sinking fund redemption provisions hereof.

Provisions have been included in the Indenture for the redemption by the Issuer of any Series 1981 Bonds prior to stated maturity pursuant to any mandatory or optional redemption provision under the Indenture concurrently with the prepayment by the Company of a like principal amount of the Note pursuant to corresponding mandatory or optional prepayment provisions thereof.

Rights of redemption of the Series 1981 Bonds shall be exercised by notice, specifying the Bonds to be called, the redemption price to be paid, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than 30 days prior to the redemption date. Reference is made to the Indenture for provisions as to mailed notice of redemption with respect to registered (except to bearer) Bonds, and as to failure to give, or any defect in, such mailed notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the paying agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to said date shall be void, and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by, and shall not be deemed to be outstanding under, the Indenture.

Except as provided in the Indenture, the holders or registered owners of the Bonds are not entitled to enforce the provisions of the Indenture or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any actions with respect to any event of default under the Indenture.

In addition to the provisions contained in the Indenture authorizing the Issuer and the Trustee, without the consent of or notice to any of the bondholders, to enter into supplemental indentures not inconsistent with the Indenture and for certain purposes specified therein, the Indenture contains provisions permitting such parties, with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding, to execute supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Indenture or any indenture supplemental thereto; provided, however, that no such supplemental indenture shall (a) without the consent of the holder of each Bond so affected extend the maturity of the principal of or the interest on any Bond, reduce the principal amount of any Bond or the rate of interest or redemption premium thereon, or (b) without the consent of the holders of all Bonds then outstanding permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds or reduce the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such event of default or rescission of such declaration as provided in the Indenture.

This Bond shall not be entitled to any security or benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

The Bonds shall not constitute the personal obligation, either jointly or severally, of the members of the Common Council of the Issuer or of any of the officers of the Issuer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of

the Series 1981 Bonds in order to make them legal, valid and binding special obligations of the Issuer in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and Agreement, have been done and performed and have happened in regular and due form as required by law; that payment in full for the Series 1981 Bonds has been received; and that the Series 1981 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Ft. Wayne, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its corporate seal to be affixed hereto or reproduced hereon, all as of the fifteenth day of July 1981.

CITY OF FT. WAYNE, INDIANA

(SEAL)

Attest:

(facsimile)

Clerk

By:

(facsimile)

Mayor

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds
described in the within-mentioned Indenture.

INDIANA BANK AND TRUST COMPANY,
TRUSTEE

By _____
Authorized Officer

(Back Panel)

LEGAL OPINION

TAFT, STETTINIUS & HOLLISTER
FIRST NATIONAL BANK CENTER
CINCINNATI, OHIO 45202

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells,
assigns and transfers unto _____
(please print or type name and
address of transferee) the within Bond and all rights thereunder
and does hereby irrevocably constitute and
appoint _____ attorney to transfer the within
Bond on the books kept for registration thereof, with full power
of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Bond.

(FORM OF COUPON BOND)

CITY OF FT. WAYNE, INDIANA

ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BOND, SERIES 1981

(CSC REALTY PROJECT)

NO. _____

\$5,000

The CITY OF FT. WAYNE, INDIANA (hereinafter referred to as the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana in the County of Allen, for value received, promises to pay to bearer, or, if this Bond be registered (other than to bearer) to the registered holder hereof, but solely from the sources and in the manner hereinafter referred to, the principal sum of

FIVE THOUSAND DOLLARS

on the fifteenth day of March, 2000 and to pay from said sources interest thereon from the date hereof at the rate of twelve per centum (12%) per annum, payable semiannually on the fifteenth day of March and the fifteenth day of September in each year, commencing September 15, 1981, as evidenced by the coupons hereto attached, until payment of such principal sum has been made or provided for, subject to the provisions hereinafter mentioned with respect to redemption prior to maturity. Such principal and interest are payable in lawful money of the United States of America, without deduction for the services of the paying agent, at the corporate trust office of the Trustee, initially Indiana Bank and Trust Company, upon presentation and surrender of this Bond and the coupons attached hereto as they respectively mature.

This Bond is one of a duly authorized issue of Economic Development First Mortgage Revenue Bonds, Series 1981 (CSC Realty Project) (hereinafter referred to as the "Series 1981 Bonds") issuable under the Trust Indenture dated as of March 15, 1981 and the Supplementald Trust Indenture dated as of July 15, 1981 (hereinafter, as the same may be amended or supplemented in accordance with their terms, referred to as the "Indenture"), between the Issuer and Indiana Bank and Trust Company, as Trustee (the term "Trustee", as used herein, refers

to said Trustee or any successor Trustee appointed pursuant to the Indenture), aggregating in principal amount \$100,000 and issued for the purpose of making a loan to assist CSC Realty (hereinafter referred to as the "Company") in the financing of costs of completing the acquisition and construction of real estate, buildings, equipment and personal property in connection therewith (such real estate, buildings, equipment and personal property being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote the diversification of commerce in and near the City of Ft. Wayne, Indiana.

The proceeds of the Series 1981 Bonds will be loaned to the Company pursuant to a Loan Agreement, dated as of March 15, 1981, and a Supplemental Loan Agreement dated as of July 15, 1981 (hereinafter, as the same may be amended according to their terms, referred to as the "Agreement", and the loan made pursuant to the Agreement is hereinafter referred to as the "Loan"), duly made and entered into between the Issuer and the Company.

Pursuant to the Agreement, in order to provide moneys and to evidence its obligation to repay the Loan, the Company has executed and delivered to the Issuer its unconditional promissory note in the principal amount of \$100,000 (hereinafter referred to as the "Note"). The Note has interest rates, payment and prepayment provisions corresponding to comparable provisions of the Series 1981 Bonds. In order to further secure the Loan, the Company has executed and delivered to the Issuer a Supplemental Mortgage and Security Agreement dated as of July 15, 1981 (hereinafter referred to as the "Mortgage") pertaining to the Project. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee the "Pledged Receipts" as defined in the Indenture, and, pursuant to an Assignment of Supplemental Mortgage and Security Agreement dated as of July 15, 1981, between the Issuer and the Trustee, has assigned to the Trustee all its right, title and interest in, to and under the Mortgage and has further assigned to the Trustee the Note, all as security for its obligation to pay the principal of, premium (if any) and interest on the Series 1981 Bonds. Payment of principal of, premium (if any) and interest on the Series 1981 Bonds has been guaranteed by Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan pursuant to a Guaranty Agreement dated as of March 15, 1981.

The Series 1981 Bonds, together with the Issuer's \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (the "Project Bonds") previously issued under the Indenture and Additional Bonds as may be issued on a parity

herewith and therewith under the Indenture (the Series 1981 Bonds, the Project Bonds and any such Additional Bonds are hereinafter collectively referred to as the "Bonds"), are all issued or may be issued under and are to be equally and ratably secured and entitled to the protection given by the Indenture, which is on file in the office of the Trustee, and reference is hereby made to the Indenture and the Agreement and to all indentures and loan agreements, respectively, supplemental thereto for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security and of the rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds and coupons and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Indenture, each holder, by the acceptance hereof, assents.

The Series 1981 Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended, and pursuant to an ordinance passed by the Common Council of the Issuer (the "Bond Legislation"), which Bond Legislation, among other things, also authorizes the execution and delivery of the Indenture and the Agreement. The Bonds, and any interest coupons attached thereto, are special obligations of the Issuer.

Payment of the principal of, premium (if any) and interest on the Bonds (hereinafter collectively referred to as "Bond service charges") is to be made, except to the extent made from Bond proceeds and the investment thereof, solely from the "Pledged Receipts" (generally, the payments and other amounts which under the Agreement are payable by or for the Company directly to the Trustee for the account of the Issuer in repayment of the Loan, including payments of principal of, premium [if any] and interest on the Note and any additional Note or Notes delivered to the Trustee pursuant to the Indenture and Agreement in connection with the issuance of Additional Bonds; all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Loan, subject to certain provisions in the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds; the proceeds of the Bonds including all moneys deposited in the Construction Fund defined in the Indenture; and the income and profit from the investment of such payments and moneys), and is secured by a pledge of and lien on the moneys deposited in the Bond Fund as established by the Indenture and hereinafter identified and a pledge and assignment of other moneys constituting said Pledged Receipts,

as provided for in the Indenture. THE BONDS ARE NOT SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF INDIANA, OR ANY POLITICAL SUBDIVISION THEREOF. Payments sufficient for the prompt payment when due of the Bond service charges on the Bonds are required by the Agreement to be made by the Company to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Ft. Wayne - CSC Realty Revenue Bond Fund", and have been duly pledged for that purpose.

The Series 1981 Bonds are issuable as coupon bonds registrable as to principal in the denomination of \$5,000, and as fully registered bonds in denominations of \$5,000 and any authorized multiple thereof. Coupon Series 1981 Bonds and fully registered Series 1981 Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner, subject to the limitations and on payment of the charges provided in the Indenture.

This Bond may be registered as to principal alone on the registration books of the Issuer kept by the Trustee as Bond Registrar, upon presentation hereof to the Trustee which shall make notation of such registration in the registration form printed hereon, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered holder or by such holder's attorney, in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. Notwithstanding the registration of this Bond as to principal alone as aforesaid, the coupons will remain payable to bearer and continue to be transferable by delivery.

In the event the Company exercises its option to prepay the Loan as provided in Section 8.2 of the Agreement (in the event of damage, destruction or condemnation of the Project, or economic frustration of purpose), the Series 1981 Bonds are subject to extraordinary optional redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Series 1981 Bonds are also subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date if and when (i) the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Agreement by reason of any changes in the Constitution of the State of Indiana or the Constitution of the United States of America or by reason of legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Issuer or the Company in good faith to such extent that the Agreement or the Note and the obligations evidenced thereby are no longer enforceable by the holder thereof, or (ii) interest on the Bonds shall have become subject to Federal income tax because of a Determination of Taxability (as defined in the Indenture) which is unrelated to any default by the Company under Section 6.8 of the Agreement. In the event that interest on the Bonds becomes subject to Federal income tax because of a Determination of Taxability as a result of a default by the Company under Section 6.8 of the Agreement, the Bonds shall be subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 110% of the principal amount thereof plus accrued interest to the redemption date. Unless the Company shall have made proper provision for the redemption of all Bonds outstanding within six months following the date of the Event of Taxability (as defined in the Indenture), the redemption price payable with respect to a redemption resulting from a Determination of Taxability shall be increased by an amount equal to 2% of the principal amount of all Bonds then outstanding for each six-month period, or any part thereof, from the date of the Event of Taxability to the date of redemption. With respect to Bonds not outstanding on the date of the Determination of Taxability, but which were outstanding on the date of the Event of Taxability, the redemption price shall be increased by an amount equal to 2% of the principal amount of each of such Bonds for each six-month period, or any part thereof, elapsed between the date of the Event of Taxability and the date that such Bond was paid or redeemed. Any such redemption shall be made not more than 180 days following the effective date of any such constitutional amendment, legislation, administrative action or final decree, judgment or order, or following the date of the Determination of Taxability (excluding any final determination that interest is subject to Federal income tax with respect to any Bond held by a "substantial user" of the Project or by a "related person" thereof, as those terms are

used in Section 103(b)(9) of the Internal Revenue Code of 1954). Notice from the Company to the Trustee pursuant to Section 8.4 of the Agreement that the Company shall prepay the Loan in full as required under Section 8.3 of the Agreement and shall concurrently prepay the Note, shall constitute the direction from the Issuer to the Trustee to call all the then outstanding Bonds for special mandatory redemption pursuant to this paragraph, and no separate notice from the Issuer to the Trustee shall be required.

The Series 1981 Bonds are also subject to mandatory redemption by the Issuer prior to stated maturity, pursuant to the terms of the mandatory sinking fund requirements provided in the Bond Legislation, on the dates and in the amounts set forth below, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date:

| <u>March 15 of the Year</u> | <u>Principal Amount</u> |
|---------------------------------|-------------------------|
| 1982 | \$5,000 |
| 1983 | 5,000 |
| 1984 | 5,000 |
| 1985 | 5,000 |
| 1986 | 5,000 |
| 1987 | 5,000 |
| 1988 | 5,000 |
| 1989 | 5,000 |
| 1990 | 5,000 |
| 1991 | 5,000 |
| 1992 | 5,000 |
| 1993 | 5,000 |
| 1994 | 5,000 |
| 1995 | 5,000 |
| 1996 | 5,000 |
| 1997 | 5,000 |
| 1998 | 5,000 |
| 1999 | 5,000 |
| 2000 (maturity) | 10,000 |

Any of such Bonds as may be outstanding on and after March 15, 1991 are also subject to optional redemption, in whole or in part, prior to maturity by the Issuer at the direction of the Company on March 15, 1991, or on any interest payment date thereafter, at the redemption prices (expressed as a percentage of the principal amounts thereof) set forth as follows, plus accrued interest to the redemption date:

| <u>Redemption Date Dates Inclusive)</u> | <u>Redemption Price</u> |
|---|-------------------------|
| March 15, 1991 to March 14, 1992 | 105% |
| March 15, 1992 to March 14, 1993 | 104-1/2% |
| March 15, 1993 to March 14, 1994 | 104% |
| March 15, 1994 to March 14, 1995 | 103-1/2% |
| March 15, 1995 to March 14, 1996 | 103% |
| March 15, 1996 to March 14, 1997 | 102-1/2% |
| March 15, 1997 to March 14, 1998 | 102% |
| March 15, 1998 to March 14, 1999 | 101-1/2% |
| March 15, 1999 to March 14, 2000 | 101% |

If less than the entire unmatured portion of the Series 1981 Bonds shall be called for redemption at any time or from time to time otherwise than pursuant to any mandatory sinking fund provisions of the Bond Legislation they shall be called in inverse order of the maturities of the Series 1981 Bonds at the time outstanding; and if less than all of the Series 1981 Bonds outstanding of one maturity are to be called, the selection of such Series 1981 Bonds or portions of fully registered Series 1981 Bonds of such maturity to be called shall be made by lot by the Trustee in such manner as the Trustee may determine. If optional redemption of Series 1981 Bonds is to occur as of March 15 in any of the years 1991 to 2000 inclusive, the Series 1981 Bonds to be so redeemed by optional redemption shall be selected prior to the selection of the Series 1981 Bonds to be redeemed on the same date by operation of the mandatory sinking fund redemption provisions hereof.

Provisions have been included in the Indenture for the redemption by the Issuer of any Series 1981 Bonds prior to stated maturity pursuant to any mandatory or optional redemption provision under the Indenture concurrently with the prepayment by the Company of a like principal amount of the Note pursuant to corresponding mandatory or optional prepayment provisions thereof.

Rights of redemption of the Series 1981 Bonds shall be exercised by notice, specifying the Bonds to be called, the redemption price to be paid, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than 30 days prior to the redemption

date. Reference is made to the Indenture for provisions as to mailed notice of redemption with respect to registered (except to bearer) Bonds, and as to failure to give, or any defect in, such mailed notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the paying agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to said date shall be void, and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by, and shall not be deemed to be outstanding under, the Indenture.

Except as provided in the Indenture, the holders or registered owners of the Bonds are not entitled to enforce the provisions of the Indenture or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any actions with respect to any event of default under the Indenture.

In addition to the provisions contained in the Indenture authorizing the Issuer and the Trustee, without the consent of or notice to any of the bondholders, to enter into supplemental indentures not inconsistent with the Indenture and for certain purposes specified therein, the Indenture contains provisions permitting such parties, with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding, to execute supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Indenture or any indenture supplemental thereto; provided, however, that no such supplemental indenture shall (a) without the consent of the holder of each Bond so affected extend the maturity of the principal of or the interest on any Bond, reduce the principal amount of any Bond or the rate of interest or redemption premium thereon, or (b) without the consent of the holders of all Bonds then outstanding permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds or reduce the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such event of default or rescission of such declaration as provided in the Indenture.

Neither this Bond nor any of the appertaining coupons shall be entitled to any security or benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

The Bonds shall not constitute the personal obligation, either jointly or severally, of the members of the Common Council of the Issuer or of any of the officers of the Issuer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Series 1981 Bonds in order to make them legal, valid and binding special obligations of the Issuer in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and Agreement, have been done and performed and have happened in regular and due form as required by law; that payment in full for the Series 1981 Bonds has been received; and that the Series 1981 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Ft. Wayne, Indiana, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its corporate seal to be affixed hereto or reproduced hereon, and the interest coupons attached hereto to be executed by the facsimile signature of said Clerk, all as of the fifteenth day of July 1981.

CITY OF FT. WAYNE, INDIANA

(SEAL)

Attest:

(facsimile)
Clerk

By: (facsimile)
Mayor

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds
described in the within-mentioned Indenture.

INDIANA BANK AND TRUST COMPANY,
TRUSTEE

By _____
Authorized Officer

(FORM OF INTEREST COUPON)

No. _____

\$ _____

Unless the Bond described below shall have been duly called for previous redemption and payment of the redemption price duly made or provided for, on the fifteenth day of March/September 19 , the City of Ft. Wayne will pay to bearer, but solely from the sources and in the manner provided in the Trust Indenture dated as of March 15, 1981, as supplemented by the Supplemental Trust Indenture dated as of July 15, 1981, between the said Issuer and the Trustee, on presentation and surrender of this coupon, without deduction for the services of the paying agent, at the corporate trust office of the Trustee, originally Indiana Bank and Trust Company, the amount shown hereon in lawful money of the United States of America, being interest then due on the City of Ft. Wayne Economic Development First Mortgage Revenue Bond, Series 1981 (CSC Realty Project), dated July 15, 1981, Numbered _____.

(facsimile signature)

Clerk

(FORM OF REGISTRATION)

| | | | | | |
|--------------|---|------------|---|--------------|-----------|
| | : | Name of | : | : | Signature |
| Date of | : | Registered | : | Manner of | of Bond |
| Registration | : | Owner | : | Registration | Registrar |
| | : | : | : | : | |
| | : | : | : | : | |
| | : | : | : | : | |
| | : | : | : | : | |
| | : | : | : | : | |
| | : | : | : | : | |

(Back Panel)

LEGAL OPINION

TAFT, STETTINIUS & HOLLISTER
FIRST NATIONAL BANK CENTER
CINCINNATI, OHIO 45202